



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

April 21, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ACCEPT ONE NOTICE OF GRANT AWARD FOR SPECIAL PROJECTS OF NATIONAL
SIGNIFICANCE AND DELEGATED AUTHORITY TO ACCEPT FUTURE AWARDS;
APPROVAL OF ONE HIV/AIDS SOLE SERVICE AGREEMENT; AND AUTHORIZATION TO
INCREASE THE STAFFING ORDINANCE BY ONE CLASSIFICATION**
(All Districts) (4 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Health Services, or his designee, to accept the attached Notice of Grant Award (NGA) No. 6 H97HA03783-01-01 from the U.S. Health Resources and Services Administration (HRSA) Special Projects of National Significance (SPNS), (Exhibit I), in the amount of \$300,000 effective for the budget period of September 1, 2004 through August 31, 2005, following review and approval by County Counsel and notification to the Board offices.
2. Delegate authority to the Director of Health Services, or his designee, to accept substantially similar SPNS awards for the continuing project period, September 1, 2005 through August 31, 2009, in an amount not to exceed \$1,200,000, following review and approval by County Counsel and notification to the Board offices.
3. Delegate authority to the Director of Health Services, or his designee, to execute one sole source agreement for HIV/AIDS SPNS services with AltaMed Health Services (Exhibit II), effective on the date of Board approval through August 31, 2009, for a total maximum obligation of \$198,750.
4. Authorize the Department of Health Services to fill one (1) position, Chief Research Analyst, Behavioral Science payroll classification, in excess of what is provided in the Department's staffing ordinance pursuant to Section 6.06.020 of the County Code, pending allocation by the Department of Human Resources.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Acceptance of the HRSA SPNS award funds will ensure the development and implementation of research projects designed to evaluate and improve HIV/AIDS prevention and intervention strategies.

The new project includes collaboration with the HIV Epidemiology Program and two clinics, AltaMed Health Services (AltaMed) and Oasis Clinic of Martin Luther King Jr./Drew Medical Facility.

Approval of the sole source agreement with AltaMed will facilitate the initiation of the HRSA SPNS services and allow for the provision of evaluation activities at a clinic which currently provides case management services in a medical outpatient setting.

Acceptance of the HRSA SPNS award will also provide funding to support the Department of Health Services (DHS or Department) request to fill one (1) grant-funded position. This position is essential to project completion and will provide direct supervision of the professional and technical staff assisting with the implementation, program planning and development for the SPNS program.

Board approval of the recommended actions will allow DHS to continue the provision of vital HIV/AIDS services.

FISCAL IMPACT/FINANCING:

The SPNS program cost is \$300,000 per year for a total program cost of \$1,500,000, which is 100% offset with HRSA award funds. Costs for the staff and the new agreement will be absorbed within existing resources and funding will be requested in future fiscal years as awarded. The recommended action will not increase net County cost.

The sole source agreement for HIV/AIDS SPNS services with AltaMed, effective date of Board approval through August 31, 2009, has a total maximum obligation of \$198,750, 100% offset with HRSA funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

DHS Office of AIDS Programs and Policy (OAPP) has been awarded a five-year project funded through the HRSA program. This project entails recommended funding to develop and implement an innovative, unique adaptation of outreach, care and prevention services designed to bring Young Men who have Sex with Men (YMSM) into care. HIV-positive YMSM will be referred into one of two Integrated Case Management (ICM) programs at Oasis Clinic (for African-Americans) and AltaMed (for Latinos).

The project will respond to all of the SPNS initiative outreach requirements which consists of helping clients learn their HIV status and understand the risks of infection and the benefits of knowing one's status; providing assistance in accessing HIV care; recruiting for counseling and testing services; and providing linkages to counseling and testing services. The evaluation of the project will be conducted by the HIV Epidemiology Program and will assess two models of care, outreach and prevention services for HIV-infected YMSM.

The initial budget period for this program is September 1, 2004 through August 31, 2005, with the complete project term ending August 31, 2009. Attachment A provides additional information.

Acceptance of the award and approval of the sole source agreement will authorize the Department to initiate a new contract with AltaMed for the provision of the SPNS services to the target populations of previously undiagnosed HIV-positive African American and Latino YMSM.

Authorization to increase the Department's staffing by one additional position will facilitate the implementation, program planning and development of the SPNS program.

Attachments A, A-1, B, and Exhibits I and II provide additional information. Attachment B is the Grants Management Statement for grant awards exceeding \$100,000.

County Counsel has reviewed and approved the NGA (Exhibit I) and agreement with AltaMed (Exhibit II) as to form.

CONTRACTING PROCESS:

The Department is recommending AltaMed as the sole source provider for the SPNS agreement based on the following criteria:

- The agency has successful experience with the implementation of other SPNS demonstration projects, and a proven track record engaging, diagnosing and treating patients for programs which target Latino populations. This new SPNS grant builds on the strengths of the relationships and experience developed through the other SPNS grant (Providing Prevention Messages to HIV-Positive Patients in a Primary Medical Care Setting).
- AltaMed is recognized as the foremost OAPP funded provider of care to Latino communities in Los Angeles County and has demonstrated successful collaboration with both OAPP and HEP in studies involving the Latino population.
- The Integrated Case Management (ICM) model of case management is already being utilized at AltaMed.
- AltaMed is a provider of both medical and psycho-social services on-site, and this continuum of service availability is integral to the success of this demonstration project.
- The approval of this sole source agreement will allow for the rapid hiring and training of the Integrated Case Manager for this project, and assist in getting the project on track to meet expected deliverables as outlined in the grant award, ultimately resulting in increased identification and linkage to care of young HIV-positive Latino MSM.
- The HRSA award of the SPNS funds was based on the strength of the partnerships as described in the grant application, and the award notice from HRSA indicates the approval of the partnerships and the proposed budgets for each program year. Deviation from the proposal as submitted could result in revocation of funding.
- It is the intent of the Department to utilize AltaMed for the entire five year grant period in order to provide continuity and seamless services.

Based on the aforementioned criteria, it was not feasible to release and complete a Request for Proposals (RFP) for these services, therefore, AltaMed is being recommended as the sole source Contractor for funding.

The Contractor is in compliance with all Board, CAO and County Counsel requirements.

The Department has determined that the contract does not fall under the guidelines of Proposition A and that the Living Wage Ordinance does not apply to this contract.

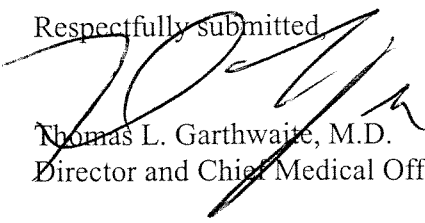
The Honorable Board of Supervisors
April 21, 2005
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECT):

The SPNS grant funds awarded to the County will facilitate implementation of a research project designed to initiate and evaluate a unique adaptation of outreach, care and prevention services to previously undiagnosed HIV-positive African-American and Latino YMSM target populations in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ks

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

HRSA SPNS.KS.wpd

SUMMARY OF AMENDMENTS1. TYPE OF SERVICE/PROJECT:

HIV/AIDS Demonstration Projects

2. AGENCY ADDRESS AND CONTACT PERSON:

AltaMed Health Services Corporation
 500 Citadel Drive, Suite 490
 Los Angeles, California 90040
 Attention: Castulo de la Rocha, President/CEO
 Telephone: (323) 889-7310

3. TERM:

Project Period: September 1, 2004 through August 31, 2009
 Amendment Period: Date of Board Approval through August 31, 2005 (Term 1)
 September 1, 2005 through August 31, 2006 (Term 2)
 September 1, 2006 through August 31, 2007 (Term 3)
 September 1, 2007 through August 31, 2008 (Term 4)
 September 1, 2008 through August 31, 2009 (Term 5)

4. FINANCIAL INFORMATION:

	<u>Term 1</u>	<u>Term 2</u>	<u>Term 3</u>	<u>Term 4</u>	<u>Term 5</u>	<u>Totals</u>
Maximum County Obligation:	\$18,750	\$45,000	\$45,000	\$45,000	\$45,000	\$198,750
HRSA:	<u>(\$18,750)</u>	<u>(\$45,000)</u>	<u>(\$45,000)</u>	<u>(\$45,000)</u>	<u>(\$45,000)</u>	<u>(\$198,750)</u>
Net County Cost:	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-

5. GEOGRAPHIC AREA TO BE SERVED:

SPAs: County-wide
 Supervisorial Districts: County-wide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Charles L. Henry, Director, Office of AIDS Programs and Policy

7. APPROVALS:

Office of AIDS Programs and Policy: Charles L. Henry, Director

Public Health Programs and Services: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Cara O'Neill Chief, Contracts and Grants Division

County Counsel (review): Kelly Auerbach-Hassel, Deputy County Counsel

SUMMARY OF NOTICE OF GRANT AWARD1. TYPE OF SERVICE/PROJECT:

Special Projects of National Significance

2. AGENCY ADDRESS AND CONTACT PERSON:

Health Resources and Services Administration
 Division of Grants Management Operations
 5600 Fishers Lane, Room 11A-16
 Rockville, Maryland 20857-0001
 Attention: Pamela Baker, Grants Management Specialist
 Telephone: (301) 443-0197

3. TERM:

Project Period: September 1, 2004 through August 31, 2009
 Budget Period: September 1, 2004 through August 31, 2005 (Term 1)
 September 1, 2005 through August 31, 2006 (Term 2)
 September 1, 2006 through August 31, 2007 (Term 3)
 September 1, 2007 through August 31, 2008 (Term 4)
 September 1, 2008 through August 31, 2009 (Term 5)

4. FINANCIAL INFORMATION:

	<u>Term 1</u>	<u>Term 2</u>	<u>Term 3</u>	<u>Term 4</u>	<u>Term 5</u>	<u>Totals</u>
Maximum County Obligation:	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$ 1,500,000
HRSA:	<u>(\$300,000)</u>	<u>(\$300,000)</u>	<u>(\$300,000)</u>	<u>(\$300,000)</u>	<u>(\$300,000)</u>	<u>(\$1,500,000)</u>
Net County Cost:	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-

Amount of Financial Assistance: \$300,000 Annually - HRSA

5. GEOGRAPHIC AREA TO BE SERVED:

SPAs: County-wide
 Supervisorial Districts: County-wide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Charles L. Henry, Director, Office of AIDS Programs and Policy

7. APPROVALS:

Office of AIDS Programs and Policy: Charles L. Henry, Director
 Public Health Programs and Services: John F. Schunhoff, Ph.D., Chief of Operations
 Contracts and Grants Division: Cara O'Neill, Chief, Contracts and Grants Division
 County Counsel (review): Kelly Auerbach-Hassel, Deputy County Counsel

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description
Special Projects of National Significance (SPNS)

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
U.S. Health Resources and Services Administration (HRSA)	NGA No. 6 H97HA03783-01-01	None

Total Amount of Grant Funding: \$1,500,000 County Match Requirements

Grant Period: Begin Date: 09/01/04 End Date: 08/31/09

Number of Personnel Hired Under this Grant: Full Time 1 Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No

Is the County obligated to continue this program after the grant expires Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No X

b). Identify other revenue sources
(Describe) Identify and apply for other funding Yes X No


c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes X No

Impact of additional personnel on existing space: No impact

Other requirements not mentioned above:

Department Head Signature

Date

1. DATE ISSUED: 09/15/2004		2. PROGRAM CFDA: 93.928		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title XXVI, Section 2618a Section 2691 of the Public Health Service (PHS) Act, (42 U.S.C. 390ff-101)																																							
3. SUPERCEDES AWARD NOTICE dated: 08/30/2004 <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>																																											
4. GRANT NUMBER: 6 H97HA03783-01-01		5. FORMER GRANT NUMBER:																																									
6. PROJECT PERIOD: FROM: 09/01/2004 THROUGH: 08/31/2009																																											
7. BUDGET PERIOD: FROM: 09/01/2004 THROUGH: 08/31/2005																																											
8. TITLE OF PROJECT (OR PROGRAM): Special Projects of National Significance																																											
9. GRANTEE NAME AND ADDRESS: DEPT OF HEALTH SERVICES, COUNTY OF LOS ANGELES 800 SO COMMONWEALTH AVENUE FL 6TH LOS ANGELES, CA 90022-5152 UDS #				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Amy Wohl DEPT OF HEALTH SERVICES, COUNTY OF LOS ANGELES 600 S. Commonwealth Ave FL 19th Los Angeles, CA 90005-4001																																							
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation <table style="width: 100%;"> <tr><td>a. Salaries and Wages:</td><td style="text-align: right;">\$ 43,358.00</td></tr> <tr><td>b. Fringe Benefits:</td><td style="text-align: right;">\$ 16,184.00</td></tr> <tr><td>c. Total Personnel Costs:</td><td style="text-align: right;">\$ 59,542.00</td></tr> <tr><td>d. Consultant Costs:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>e. Equipment:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>f. Supplies:</td><td style="text-align: right;">\$ 800.00</td></tr> <tr><td>g. Travel:</td><td style="text-align: right;">\$ 5,500.00</td></tr> <tr><td>h. Construction/Alteration and Renovation:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>i. Other:</td><td style="text-align: right;">\$ 9,525.00</td></tr> <tr><td>j. Consortium/Contractual Costs:</td><td style="text-align: right;">\$ 224,633.00</td></tr> <tr><td>k. Trainee Related Expenses:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>l. Trainee Stipends:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>m. Trainee Tuition and Fees:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>n. Trainee Travel:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS:</td><td style="text-align: right;">\$ 300,000.00</td></tr> <tr><td>p. INDIRECT COSTS: (Rate: % of S&W/TADC)</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET:</td><td style="text-align: right;">\$ 300,000.00</td></tr> <tr><td> i. Less Non-Federal Resources:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td> ii. Federal Share:</td><td style="text-align: right;">\$ 300,000.00</td></tr> </table>				a. Salaries and Wages:	\$ 43,358.00	b. Fringe Benefits:	\$ 16,184.00	c. Total Personnel Costs:	\$ 59,542.00	d. Consultant Costs:	\$ 0.00	e. Equipment:	\$ 0.00	f. Supplies:	\$ 800.00	g. Travel:	\$ 5,500.00	h. Construction/Alteration and Renovation:	\$ 0.00	i. Other:	\$ 9,525.00	j. Consortium/Contractual Costs:	\$ 224,633.00	k. Trainee Related Expenses:	\$ 0.00	l. Trainee Stipends:	\$ 0.00	m. Trainee Tuition and Fees:	\$ 0.00	n. Trainee Travel:	\$ 0.00	o. TOTAL DIRECT COSTS:	\$ 300,000.00	p. INDIRECT COSTS: (Rate: % of S&W/TADC)	\$ 0.00	q. TOTAL APPROVED BUDGET:	\$ 300,000.00	i. Less Non-Federal Resources:	\$ 0.00	ii. Federal Share:	\$ 300,000.00	12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE a. Authorized Financial Assistance This Period \$ 300,000.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 300,000.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 0.00	
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13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th style="width: 20%;">YEAR</th> <th style="width: 80%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">02</td><td style="text-align: right;">\$ 300,000.00</td></tr> <tr><td style="text-align: center;">03</td><td style="text-align: right;">\$ 300,000.00</td></tr> <tr><td style="text-align: center;">04</td><td style="text-align: right;">\$ 300,000.00</td></tr> <tr><td style="text-align: center;">05</td><td style="text-align: right;">\$ 300,000.00</td></tr> </tbody> </table>						YEAR	TOTAL COSTS	02	\$ 300,000.00	03	\$ 300,000.00	04	\$ 300,000.00	05	\$ 300,000.00																												
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14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) <table style="width: 100%; margin-top: 5px;"> <tr><td>a. Amount of Direct Assistance</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>c. Less Cumulative Prior Awards(s) This Budget Period</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td style="text-align: right;">\$ 0.00</td></tr> </table>						a. Amount of Direct Assistance	\$ 0.00	b. Less Unawarded Balance of Current Year's Funds	\$ 0.00	c. Less Cumulative Prior Awards(s) This Budget Period	\$ 0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$ 0.00																														
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15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Additional Cost B=Deduction C=Finance Non-Federal D=Cost Sharing or Matching E=Other [A] Estimated Program Income: \$ 0.00																																											
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>																																											
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) This revised Notice of Grant award reflects an administrative change to correct the CAN number from #04-3777200 to #04-3770899.																																											
Electronically signed by Dorothy Kelley, Grants Management Officer on: 09/15/2004																																											
17. OBJ. CLASS: 41.45		18. CRS-EIN: 1956000927A1		19. FUTURE RECOMMENDED FUNDING:																																							
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE																																						
04-3770899	93.145	H97HA03783A0	\$ 300,000.00	\$ 0.00	N/A																																						
04-3777200	93.928	H97HA03783A0	\$ -300,000.00	\$ 0.00	N/A																																						

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

All prior terms and conditions remain in effect unless specifically removed.

Contacts:

Program Contact: For assistance on programmatic issues, please contact Melinda Tinsley at:
5600 Fishers Lane RM 7C-07
Rockville, MD 20857-0001
Phone: (301)443-3496
Email: MTinsley1@hrsa.gov

Division of Grants Management Operations: For assistance on grants administration issues, please contact Pamela Baker at:
5600 Fishers Ln RM 11A-16
Rockville, MD 20857-0001
Phone: (301)443-0197
Email: pbaker@hrsa.gov

Responses to reporting requirements, conditions, and requests for post award amendments must be mailed to the attention of the Office of Grants Management contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the award document). Failure to follow this guidance will result in a delay in responding to your request.

PUBLIC HEALTH

DUTY STATEMENT AND JUSTIFICATION FOR NEW & ADDITIONAL POSITIONS

FISCAL YEAR 2005-06

Department: HEALTH SERVICES Dept. No.: 296

Number of Position(s) Requested: 1 Title Requested: Chief Research Analyst

Item No.: 8974 Sub Letter: N Duty Statement Reference No. # 1

Allocation of an additional position to: Existing Class _____ New class X

Number of Vacant Positions in the Classification: 0

Allocation of a transferred position:

Transferred from: _____ Transferred to: _____
 Division / Program / Section / Unit Division / Program / Section / Unit

Organizational Assignment: (Please attach a detailed Organization Chart)

Division: Planning & Research

Program: Office of AIDS Programs and Policy

Section/Unit: Research & Evaluation

Budget Code: 25886

Title of Immediate Supervisor: Senior Staff Analyst, Health

The additional position(s) is/are needed to:

Develop and implement research projects designed to evaluate and improve HIV/AIDS prevention and intervention strategies, including overall study design, questionnaire development and design, data analysis, interpretation and evaluation, visual and oral presentation of findings and manuscript preparation. Provide consultation and education regarding research projects providing HIV/AIDS services to Department personnel, State and national agencies and community agencies. Directly supervise professional and technical staff within the Planning and Research Division of the Office of AIDS Programs and Policy.

Proposed Duties (List in order of importance):

Percent of Time

- (Do not copy the duties from the class specification)
- Plans, initiates and develops studies of HIV/AIDS research projects currently funded in Los Angeles County. Makes recommendations and collaborates with OAPP staff in the development of Program Policies in an effort to transition successful research projects into larger Countywide initiatives with the goals of improving overall HIV/AIDS care and prevention programs and to reduce the rate of HIV incidence in Los Angeles County. 25%
 - Using knowledge of behavior modalities and social science applications, ranging from epidemiological studies to successful evaluation programs the position will direct the development of evaluation protocol and provision of technical assistance around the research projects currently underway in Los Angeles County. 15%
 - Serves as OAPP's research liaison with the California State Department of Health Services, federal Centers for Disease Control and Prevention, and local agencies and programs. Provides advice and consultation to the evaluation subcommittee of the HIV Prevention Planning Committee and the LAC Commission on HIV Health Services. 15%
 - Provide supervision of technical staff including three to four Research Analyst III's and support staff. Responsibilities including interviewing, hiring and training employees; planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. 15%

Contract No. _____

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
INTEGRATED CASE MANAGEMENT
SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and ALTAMED HEALTH SERVICES CORPORATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025
places upon County's Board of Supervisors the duty to preserve
and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000
requires County's Board of Supervisors to appoint a County Health
Officer, who is also the Director of County's Department of
Health Services, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and
Policy (OAPP) under the administrative direction of County's
Department of Health Services (hereafter DHS); and

WHEREAS, County's OAPP is responsible for County's AIDS
programs and services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS or his/her authorized designee; and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services Agency hereafter (DHHS); which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "CARE Act"); and

WHEREAS, it is established by virtue of County's receipt of grant funds under the CARE Act that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor is familiar with the CARE Act, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, funds received under the CARE Act will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of CARE Act funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV Continuum of Care.

WHEREAS, as a recipient of CARE Act funds, where there is a Service Provider Network (SPN) in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of CARE Act funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of CARE Act funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of CARE Act funds, Contractor's referrals to and from organizations must be noted and tracked in

the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide INTEGRATED CASE MANAGEMENT services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of Board approval and shall continue in full force and effect through August 31, 2009. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the

client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period date of Board approval through August 31, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750). Such maximum obligation is comprised entirely of Health Resources and Services Administration (HRSA), Special Projects of National Significance (SPNS) Demonstration Project funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period date of September 1, 2005 through August 31, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Five Thousand Dollars (\$45,000). Such maximum obligation is comprised entirely of Health Resources and Services Administration (HRSA), Special Projects of National Significance (SPNS) Demonstration Project funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period September 1, 2006 through August 31, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Five Thousand

Dollars (\$45,000). Such maximum obligation is comprised entirely of Health Resources and Services Administration (HRSA), Special Projects of National Significance (SPNS) Demonstration Project funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

D. During the period September 1, 2007 through August 31, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Five Thousand Dollars (\$45,000). Such maximum obligation is comprised entirely of Health Resources and Services Administration (HRSA), Special Projects of National Significance (SPNS) Demonstration Project funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference.

E. During the period September 1, 2008 through August 31, 2009, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Five Thousand Dollars (\$45,000). Such maximum obligation is comprised entirely of Health Resources and Services Administration (HRSA), Special Projects of National Significance (SPNS) Demonstration Project funds. This sum represents the total maximum obligation of County as shown in Schedule 5, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be

effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the

applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any

of the Exhibits, Schedules and Attachments, attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibits, Schedules and Attachments, shall govern and prevail in the following order:

Exhibit A

Schedules 1, 2, 3, 4, and 5

Exhibits B, C, and D.

7. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 1, 2, 3, and 4 and the COST REIMBURSEMENT Paragraph of this Agreement, attached hereto.

8. COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time

following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedules attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and

any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the Exhibits and Schedules attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Exhibits of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

10. ALTERATION OF TERMS: This Agreement, together with the Exhibits, Schedules, and Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No

addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office

of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations

Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:
Insurance providing workers compensation benefits, as

required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

14. CONTRACTOR'S OFFICES: Contractor's primary business offices is located at 500 Citadel Drive, Suite 490, Los Angeles, California 90040. Contractor's primary business telephone number is (323)725-8751 and facsimile/FAX number is (323)889-7399. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of

services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

15. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Health Services
Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Health Services
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
6th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: AltaMed Health Services
500 Citadel Drive
Suite 490
Los Angeles, California 90040

Attention: Castulo De La Rocha

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

ALTAMED HEALTH SERVICES
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts & Grants

EXHIBIT A

ALTAMED HEALTH SERVICES CORPORATION

SPECIAL PROJECTS OF NATIONAL SIGNIFICANCE (SPNS)
OUTREACH, CARE, AND PREVENTION TO ENGAGE
HIV SEROPOSITIVE YOUNG MSM OF COLOR DEMONSTRATION PROJECT

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
INTEGRATED CASE MANAGEMENT SERVICES

1. DEFINITION: The Los Angeles County Office of AIDS Programs and Policy (OAPP) and HIV Epidemiology Program (HEP) developed an innovative, unique adaptation of outreach, care, and prevention services designed to bring previously undiagnosed young HIV-positive African-American and Latino men who have sex with men (MSM) into care. HIV-positive young MSM will be referred into the HIV/AIDS integrated case management (ICM) project through various sources, including peer outreach. Integrated case management services are a hybrid of psychosocial, medical, and prevention case management, and treatment education/adherence activities. Integrated case managers will assist clients with accessing, maintaining, and adhering to HIV primary health care and support services; facilitate clients' understanding of and reduction of risk behaviors; and provide linkages to HIV counseling and testing services for clients' partners.

HIV/AIDS integrated case management services are client-centered activities through which care for HIV-positive young MSM of color is coordinated. The goals of this intervention are optimal retention in care, compliance with medical and service specifications, and risk behavior reduction. These activities are conducted by qualified integrated case managers who assess the client's physical, psychosocial, environmental, and financial needs and facilitate the client's access to, maintenance of, and adherence to primary health care, support services, and HIV prevention and risk reduction services. HIV/AIDS integrated case management services include, but are not limited to, the following activities: outreach, intake and comprehensive assessment of client's available resources and needs; development and implementation of individual service plan; coordination of services required to implement individual service plan; interventions on behalf of the client; linked referrals; active, ongoing monitoring and follow-up; periodic re-assessments of the client's status and needs; and transition into community or medical case management services upon client's disengagement from integrated case management services provided through the Special Projects of National Significance (SPNS) young MSM demonstration project.

2. PERSONS TO BE SERVED: HIV/AIDS integrated case management services shall be provided to eligible study

participants who consent to participate in this intervention in accordance with procedures described within the Integrated Case Management (ICM) Protocol Detail developed and distributed by OAPP and HEP.

3. COUNTY'S MAXIMUM OBLIGATION: From the date of Board approval through August 31, 2009, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS integrated case management services shall not exceed One Hundred Ninety-Eight Thousand, Seven Hundred Fifty Dollars (\$198,750).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 1, 2, 3, 4, and 5. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

5. CLIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit B.

6. SERVICE DELIVERY SITE: Contractor's facility where services are to be provided hereunder is located at: 5427 East Whittier Boulevard, Los Angeles, California 90022.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such

location and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to OAPP for approval at least thirty (30) days prior to implementation.

7. SERVICES TO BE PROVIDED: During each period of this Agreement:

A. Contractor shall provide HIV/AIDS integrated case management services to eligible clients in accordance with procedures described within the HIV/AIDS ICM Protocol Detail developed and distributed by OAPP and HEP. This protocol detail may be updated or revised as needed. Provision of integrated case management services shall be consistent with procedures formulated and adopted by Contractor's staff, applicable laws and regulations, the Los Angeles County Commission on HIV Health Services Case Management Standards of Care, the OAPP Case Management Certification Program, and the terms of this Agreement.

B. Contractor shall maintain a minimum of one (1) Full-Time Equivalent (FTE) HIV/AIDS integrated case manager located at the facility specified under paragraph six (6) of this exhibit to provide services hereunder. Each FTE integrated case manager shall carry an active caseload of no more than thirty-five (35) clients. Additionally, the integrated case manager shall provide services to a minimum of twenty-five (25) new unduplicated clients per each contract period. For the purposes of this Agreement, a new client is defined as a client who is receiving HIV/AIDS integrated case management services as provided through the SPNS young MSM demonstration project for the first time. A client is considered new only once. Contractor shall ensure that HIV/AIDS integrated case management services are provided to the number of unduplicated clients consistent with the ICM Protocol Detail.

C. Contractor shall promote the availability of HIV/AIDS integrated case management services for eligible persons among HIV testing sites, HIV/AIDS primary health care providers, and other support service organizations.

D. Contractor shall ensure seamless linkages for prospective study participants being referred from peer outreach to integrated case management services. As directed by OAPP, integrated case managers shall participate

in outreach activities consistent with the ICM Protocol Detail.

E. Contractor shall ensure seamless linkages for enrolled study participants being transferred from integrated case management services to community or medical case management services.

F. Contractor shall ensure that all clients receiving HIV/AIDS integrated case management services are linked to HIV/AIDS primary health care, HIV prevention, risk reduction and support services as appropriate. Documentation of primary health care information, treatment adherence, prevention and risk reduction interventions, and support services shall be updated on an ongoing basis.

G. Contractor shall ensure that integrated case management services are available as directed by OAPP, including activities and services to be provided outside of standard business days and hours.

8. DIRECT SERVICES: During each period of this Agreement, Contractor shall provide HIV/AIDS integrated case management services in accordance with procedures described within the ICM Protocol Detail developed and distributed by OAPP and HEP, including, but not limited to the following activities for each client:

A. Client Screening and Enrollment:

(1) Client screening and enrollment is the process of disseminating introductory information on the study to prospective study participants; determining client's eligibility for participating in the study; and collecting client information and required documentation consistent with the ICM Protocol Detail. The integrated case manager shall administer the informed consent to participate for all clients enrolling in the SPNS young MSM demonstration project/study. Clients who agree to participate in HIV/AIDS integrated case management services shall complete the intake and comprehensive assessment process with the integrated case manager.

B. Client Intake and Comprehensive Assessment:

(1) When the client is enrolled as an integrated case management client, the case manager will initiate a client file to include, but not be limited to client's demographic data, emergency and/or next of kin contact information, signed consent forms, and eligibility documentation.

(2) Client intake documentation shall be consistent with the ICM Protocol Detail. Such documentation may include: written documentation of

HIV/AIDS diagnosis; proof of County of Los Angeles residency; verification of client's financial eligibility for services; date of intake; client name, home address, mailing address, and telephone number; emergency and/or next of kin contact name, home address, and telephone number; a signed and dated Release of Information updated annually (a new form must be initiated if there is a need for communication with an individual not listed in/on the current Release of Information); a signed and dated Limits of Confidentiality; a signed and dated Consent to receive integrated case management services; a signed and dated Client Rights and Responsibilities; and a signed and dated Grievance Procedures.

(3) Comprehensive Assessment is a cooperative and interactive face-to-face interview process during which the client's medical, physical, psychosocial, environmental, financial, and risk reduction strengths, needs, and available resources are identified and evaluated. The comprehensive assessment and subsequent re-assessments shall be completed and documented consistent with the ICM Protocol Detail. A comprehensive re-assessment should be conducted by the assigned research assistant when there are significant

changes in the client's status, or at a minimum, once every six months. Information obtained from the comprehensive assessment shall be used to develop or update/revise the client's Individual Service Plan (ISP).

(a) Comprehensive assessments shall, at a minimum, consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment; client's strengths, needs, and available resources in the following areas: medical/health care, medications, treatment education/adherence issues, physical health, mental health, substance use and substance use treatment, nutrition/food, housing and living situation, family and dependent care issues, transportation, language/literacy skills, cultural factors, religious/spiritual support, social support system, financial, employment, education, legal, risk behaviors and HIV prevention issues; HIV disclosure and partner testing and notification issues; and identified resources/referrals to assist client in appropriately addressing identified needs and

barriers to accessing, maintaining, and adhering to care.

C. Individual Service Plan (ISP): the ISP determines the course of action for the provision of integrated case management services in conjunction with the client, including goals to be reached as a result of integrated case management services provided. An ISP shall be developed for each client consistent with the ICM Protocol Detail. ISPs shall be based on assessment information, developed in conjunction with the client, and shall be updated on an ongoing basis, but not less than once every three (3) months.

(1) ISPs shall include, but not be limited to, the following required documentation: name of client and integrated case manager; date and signature of the integrated case manager and of the client; description of client goals (i.e., desired outcomes) and date goals were established; steps to be taken by the client, integrated case manager, and others to accomplish goals; time frame by which goals are expected to be met; and disposition of each goal as it is met, changed, or determined to be unattainable.

(2) Contractor shall ensure that, at a minimum, ISP goals address: access, maintenance, and adherence

to primary health care; treatment education and adherence; HIV prevention and risk reduction activities; HIV disclosure issues and partner notification; and other support services that address barriers to client's care and treatment.

D. Implementation of Individual Service Plan, Monitoring, and Follow-Up: these activities shall be conducted and documented consistent with the ICM Protocol Detail. Such activities involve ongoing contact and interventions with or on behalf of the client to achieve the goals of the ISP, evaluate whether services are consistent with the ISP, and determine if any changes in the client's status require updates to the ISP and service delivery. Additionally, these activities shall ensure that referrals are completed and services referred for are accessed in a timely, coordinated manner. Contractor shall ensure the following:

- (1) Integrated case manager shall monitor changes in the client's condition or circumstances, update/revise the ISP, and provide appropriate interventions and linked referrals.

- (2) Linked Referrals: The distinguishing characteristic of a linked referral is that verification is obtained regarding the client's access

to referred service(s). Integrated case manager shall conduct ongoing monitoring and follow-up with client and/or provider(s) to confirm completion of referrals, services acquisition, maintenance of services, and adherence to primary medical care, HIV prevention and risk reduction, and other support services.

Documentation of such linkages shall be maintained within each client record.

(3) Integrated case manager shall ensure that care is coordinated among client, primary health care provider, caregiver(s), and HIV prevention and other support service providers.

(4) Integrated case manager shall actively assist client in resolving barriers to completing referrals and accessing, maintaining, and adhering to primary health care, HIV prevention and risk reduction, and other support services.

(5) Integrated case manager shall actively follow-up on the established goals in the ISP to evaluate client's progress in achieving goals and to determine whether prevention, care, and support services are still appropriate, being completed, and/or still needed.

(6) Integrated case manager shall maintain ongoing contact with all active clients. Such contacts shall be made and documented consistent with the ICM Protocol Detail. Contact with clients shall be conducted as follows: For the first two (2) months of accessing care, client contact shall be made at a minimum of one (1) hour per week and shall include at least one (1) face-to-face client contact every month. During the subsequent ten (10) months, contact shall consist of bi-weekly meetings at a minimum of one (1) hour per session. Client contacts for the second year of integrated case management services shall consist of monthly meetings of no less than one (1) hour per month for the next twelve (12) months. After twenty-four (24) months of receiving integrated case management services, the client shall be transitioned into less intensive, standard psychosocial or medical case management services.

(7) Integrated case manager shall actively follow-up with clients who have missed an integrated case management appointment within twenty-four (24) hours of the broken appointment. If follow-up activities are not appropriate or cannot be conducted within the twenty-four (24) hour time period,

integrated case manager shall document reason(s) follow-up was delayed.

(8) Documentation of Implementation of ISP, Monitoring, and Follow-Up shall be consistent with the ICM Protocol Detail. Such documentation consists of the following: current dated and signed progress notes, including, but not limited to: description of all client contacts, attempted contacts, linked referrals, and actions taken on behalf of the client; date and type of contact; description of what occurred during contact; changes in the client's condition or circumstances; progress made towards achieving the goals identified in the ISP; barriers identified in completing ISP goals and actions taken to resolve these barriers; linked referrals and interventions provided; current status and results of linked referrals and interventions; barriers identified in completing linked referrals and actions taken to resolve these barriers; time spent with, or on behalf of, client; and case manager's signature and professional title.

E. HIV Education and Risk Reduction Counseling: HIV education and risk reduction counseling is a series of interactive sessions that respond to an individual's HIV risk reduction needs. These sessions shall be conducted and

documented consistent with the ICM Protocol Detail. The integrated case manager shall focus on helping the client in meeting the identified behavior change goals specified in the ISP to reduce HIV risk behaviors and increase preventive action. Integrated case managers shall work with each client and apply a variety of strategies over multiple sessions to influence HIV risk behavior change. Consistent with a client's readiness to change, integrated case managers shall intervene to influence knowledge, perceived risk and vulnerability, intentions to change behavior, self-efficacy, skill levels, environmental barriers, relapse, and social support. Integrated case managers shall provide clients with information regarding HIV education, the benefits of knowing one's HIV status, and the need for regular medical evaluations. Integrated case managers shall also assist clients with HIV disclosure issues and partner notification services.

F. HIV Treatment Education: HIV Treatment Education refers to the provision of up-to-date information about HIV and its related illnesses, treatment options, and ongoing education support to ensure compliance with prescribed treatment regimen. The integrated case manager shall ensure that clients have knowledge about available HIV/AIDS services and how they can access them, and that clients are

supported in their efforts to advocate on their own behalf. HIV educational activities are individual sessions between the integrated case manager and the client, which involves activities that are consistent with the client's ISP. Such activities include discussing written or videotaped educational materials, answering questions or concerns and providing information about medical updates that may be beneficial to the client. These sessions shall be conducted and documented consistent with the ICM Protocol Detail.

G. Case Transition: Case transition is the process for transferring clients from integrated case management services and linking them to standard psychosocial or medical case management services. Case transition shall occur after client has completed two (2) years in the integrated case management intervention. This process shall be conducted and documented consistent with the ICM Protocol Detail. Case transition includes formally notifying clients of pending case transfer and completing a case transfer summary, which shall be maintained in each client's record. The integrated case manager shall collaborate with the client's community or medical case manager for coordination and follow-up activities to ensure a seamless transition for the client. Case transfer shall consist of the following required documentation:

(1) Case transfer summary shall include the date and signature of the integrated case manager, date of case transfer, name and phone number of community or medical case manager, status of the ISP, status of primary health care and support services utilization, referrals provided, reason(s) for transfer and criteria for re-entry into integrated case management services.

H. Evaluation Activities: Contractor shall assist in the coordination of project evaluation efforts as directed by OAPP. Contractor shall ensure that integrated case managers conduct and document evaluation activities consistent with the ICM Protocol Detail.

9. ADDITIONAL REQUIREMENTS:

A. Contractor shall develop and implement a broken appointment policy and procedure to ensure client retention and continuity of services. Follow-up of broken appointments may consist of telephone calls, written correspondence, direct contact, or may involve all of the above in a concerted effort to maintain the client in care. These interventions shall be documented within the client record.

B. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, forms and procedures include, but are not limited to: intake/assessment, release of information, consent for case management services, limits of confidentiality, client rights and responsibilities, and grievance procedures.

10. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall fully comply with the Subcontracting Paragraph of the ADDITIONAL PROVISIONS section of this Agreement. In addition, Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by OAPP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s) prior to commencement of subcontracted and/or consultant services.

11. CLINICAL SUPERVISION: Contractor shall ensure that each integrated case manager participates in clinical supervision at a minimum of four (4) hours per month in accordance with procedures described within the ICM Protocol Detail. As directed by OAPP, clinical supervision for HIV/AIDS integrated case managers participating in the SPNS demonstration project shall be provided by OAPP. Such clinical supervision may be conducted in

individual or group/multidisciplinary team case conference settings and shall be provided by the Office of AIDS Programs and Policy. Clinical supervision activities shall include, but not be limited to:

A. Clinical Supervision Within Individual or Group/Multidisciplinary Team Case Conference Settings: discussion of selected clients in an individual setting (i.e., case manager and clinical supervisor), group case conference (i.e., case manager, case management peers, and clinical supervisor) or multidisciplinary team case conference (i.e., multidisciplinary team, including case manager and clinical supervisor) to assist in problem-solving related to clients' progress towards ISP goals and to ensure that professional guidance and high quality case management services are being provided.

(1) As directed by OAPP, Contractor shall ensure each active client is discussed at a minimum of one (1) time per six (6) month period. For each client discussed, the clinical supervisor shall address the identified psychosocial issues and concerns, provide appropriate clinical guidance and integrated case management follow-up plan, and verify that clinical guidance provided and follow-up plan has been implemented.

(2) Clinical supervision shall include the following required documentation: date of clinical supervision; indication of clinical supervision and type of setting (i.e., individual, group case conference, or multidisciplinary team case conference); name, title, and initials of clinical supervision participants; psychosocial issues and concerns identified; description of clinical guidance provided and integrated case management follow-up plan; verification that the clinical guidance provided and follow-up plan have been implemented; and clinical supervisor's name, professional title and signature. Documentation of clinical supervision shall be maintained within each client record.

12. CASE CONFERENCE: As directed by OAPP, Contractor shall ensure that each case manager participates in group and/or multidisciplinary team case conferences provided by OAPP. Case conferences may be conducted in accordance with clinical supervision requirements (See CLINICAL SUPERVISION Paragraph of this Agreement) or independently from such requirements. Case conferences conducted independently from clinical supervision requirements are discussions of selected clients among case management staff and/or multidisciplinary team to assist in problem-solving related to clients' progress towards ISP goals.

A. Case conferences conducted independently from clinical supervision requirements shall include, but not be limited to, the following required documentation: date of case conference; notation that case conference is independent from clinical supervision; name, title, and initials of case conference participants; psychosocial issues and concerns identified; description of guidance provided and/or case management follow-up plan; and results of implementing guidance/follow-up. Documentation of case conferences shall be maintained within each client record.

13. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of the case management program.

A. Client Record Reviews: assess that required documentation is completed properly in a timely manner and secured within client records. Client record review shall consist of the following required documentation: checklist of required documentation signed and dated by the individual conducting the record review; written documentation identifying steps to be taken to rectify missing or incomplete documentation; and date of resolution of required documentation omission. Client record reviews shall be maintained within each client record. All active case management client records shall be reviewed at a minimum of once per year.

B. Preparation and submission of reports in accordance with the REPORTS Paragraph of this Exhibit.

14. STAFF DEVELOPMENT AND ENHANCEMENT ACTIVITIES: In accordance with procedures described within the ICM Protocol Detail. The integrated case manager shall participate in and successfully complete OAPP's Case Management Certification or, as appropriate, Re-certification Program before the end of this contract term or as instructed by OAPP. A copy of the case manager's certificate of completion shall be maintained in each personnel record. Further, Contractor shall provide and/or allow access to ongoing staff development of integrated case management staff. Staff development and enhancement activities shall include, but not be limited to:

A. Training and/or in-services related to case management issues and HIV/AIDS, treatment education, substance use, HIV/AIDS risk reduction and prevention activities.

B. Staff development and enhancement shall consist of the following required documentation: date, time, and location of function and function type; name of staff attending function; name of sponsor or provider of function; training outline; and meeting agenda and/or minutes. Verification of participation in staff development and

enhancement activities shall be maintained in each personnel record.

15. STAFFING REQUIREMENTS:

A. Case Manager Qualifications: Staff qualifications shall be consistent with the ICM Protocol Detail. At a minimum, each integrated case manager shall possess a bachelor's degree in a health or human services area AND:

1) have at least one (1) year's experience working as an HIV/AIDS case manager, prevention case manager, HIV treatment or health educator; OR 2) worked at least five (5) years within a related field of health or human services conducting client assessments or risk reduction activities. Integrated case managers shall possess an understanding of HIV/AIDS prevention and treatment, health education, case management, principles of behavior change, HIV community resources, and the ability to work effectively with young MSM of color. In addition, Contractor shall ensure that the integrated case manager is able to perform duties and provide services outside of standard business days and hours, as directed by OAPP.

B. Clinical Supervisor: Case managers providing services hereunder, including any or all staff with a case management caseload, shall be clinically supervised by a staff member or consultant with experience in providing case

management services and hold appropriate professional credentials, including a Master's of Social Work (M.S.W.) degree, Master's degree in counseling/psychology, licensed Marriage Family Therapist (M.F.T.), or Ph.D. in the mental health field.

16. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize report, importing efficiency of billing, support program evaluation process, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

17. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test)

and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

18. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for integrated case management services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6) month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit D, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor

shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

20. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director.

B. Use measurable outcomes and data collected to determine progress toward established benchmarks.

C. Focus on linkages to care and support services and client perception pertaining to their health and the effectiveness of the service received.

D. Be a continuous quality improvement (CQI) process reported to senior leadership annually.

21. QUALITY MANAGEMENT PLAN: Contractor shall base its program on a written QM plan. Contractor shall develop **one** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services if possible. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and

updated as needed by the agency's QM committee, and signed by the medical director or executive director. QM plan and program will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following components:

A. Objectives: QM plan should delineate specific goals and objectives that are in line with the program's mission, vision and values.

B. QM Committee: Describes the purpose of the committee, composition, meeting frequency, at a minimum quarterly, and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). A separate Committee need not be created if the contracted program has established an advisory committee or the like, so long as its composition and activities conform to the QM program objectives.

C. Selection of a QM Approach: Describes the QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model or Joint Commission on Accreditation of Healthcare Organization (JCAHO) 10-Step model, etc.

D. QM Program Content:

(1) Measurement of Outcome Indicators - at a minimum, collection and analysis of data measured from the following specific OAPP indicators:

(a) 100% of clients receive comprehensive assessments completed with all critical elements such as client's health status, treatment adherence, mental health, risk behaviors, barriers encountered, identification of and level of needs, etc. (Effectiveness of Care)

(b) 100% of clients are formally linked with needed services such as HIV primary health care, treatment adherence, mental health, substance use treatment, partner counseling and referral service, etc. (Continuity of Care)

(c) 85% of clients' individual service plan goals are implemented and followed-up as specified within the service plan and in accordance with standards of care. (Effectiveness of Care)

In addition, Contractor shall measure the specific indicators in accordance with procedures described within the Integrated Case Management Protocol Detail. These indicators relate to client and project outcomes, such as kept appointment rate, individual service plan goals, viral loads, CD4 counts, condom use, risk behaviors, disclosure of HIV serostatus, and knowledge of partner HIV serostatus.

Contractor can measure other aspects of care and services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results to be reviewed and discussed by the QM committee. The findings of the data analysis are to be communicated with all program staff involved.

(4) Identify and Sustain Improvement - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining the improvement achieved.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback regarding the accessibility, the appropriateness of service and care. The feedback also includes the degree to which the service provided meets client's need and satisfaction. Client input obtained shall be discussed at the agency's QM Committee meetings on a regular basis for the enhancement of the service delivery. Aggregated data is to be reported to

the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policy and procedure for addressing and resolving client's grievances at the level closest to the source within agency. The grievance data is to be tracked, trended, and reported to the agency's QM committee for improvements of care and services. The information is to be made available to OAPP's staff during program reviews.

G. Incidence Reporting: (Jackie will check if language should be added here)

H. Random Chart Audits (Ambulatory/Outpatient Medical Care Services, Nutrition Counseling; Case Management, Psychosocial; Mental Health Services, Counseling Services; Mental Health Services, Psychiatric Treatment; Substance Abuse Services and Oral Health providers of Care Services): Sampling criteria shall be based on important aspects of care and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of sampling to be reported and discussed in the QM committee quarterly.

22. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliant level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM

program shall be assessed for implementation of the following components:

- A. QM Program Content
- B. Client Feedback Process
- C. Client Grievance Process
- D. Random Chart Audit (if applicable).

SCHEDULE 1

ALTAMED HEALTH SERVICES CORPORATION

SPECIAL PROJECTS OF NATIONAL SIGNIFICANCE (SPNS)
OUTREACH, CARE, AND PREVENTION TO ENGAGE
HIV SEROPOSITIVE YOUNG MSM OF COLOR DEMONSTRATION PROJECT

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
INTEGRATED CASE MANAGEMENT SERVICES

	<u>Budget Period</u> Date of Board Approval through <u>August 31, 2005</u>
Salaries	\$15,000
Employee Benefits	<u>\$ 3,750</u>
Total Salaries and Employee Benefits	\$18,750
Travel	\$ - 0 -
Equipment	\$ - 0 -
Supplies	\$ - 0 -
Other	\$ - 0 -
Consultants/Subcontracts	\$ - 0 -
Indirect Cost	<u>\$ - 0 -</u>
TOTAL PROGRAM BUDGET	\$18,750

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 2

ALTAMED HEALTH SERVICES CORPORATION

SPECIAL PROJECTS OF NATIONAL SIGNIFICANCE (SPNS)
OUTREACH, CARE, AND PREVENTION TO ENGAGE
HIV SEROPOSITIVE YOUNG MSM OF COLOR DEMONSTRATION PROJECT

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
INTEGRATED CASE MANAGEMENT SERVICES

	<u>Budget Period</u> September 1, 2005 through <u>August 31, 2006</u>
Salaries	\$36,000
Employee Benefits	<u>\$ 9,000</u>
Total Salaries and Employee Benefits	\$45,000
Travel	\$ - 0 -
Equipment	\$ - 0 -
Supplies	\$ - 0 -
Other	\$ - 0 -
Consultants/Subcontracts	\$ - 0 -
Indirect Cost	<u>\$ - 0 -</u>
TOTAL PROGRAM BUDGET	\$45,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 3

ALTAMED HEALTH SERVICES CORPORATION

SPECIAL PROJECTS OF NATIONAL SIGNIFICANCE (SPNS)
OUTREACH, CARE, AND PREVENTION TO ENGAGE
HIV SEROPOSITIVE YOUNG MSM OF COLOR DEMONSTRATION PROJECT

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
INTEGRATED CASE MANAGEMENT SERVICES

	<u>Budget Period</u> September 1, 2006 through <u>August 31, 2007</u>
Salaries	\$36,000
Employee Benefits	<u>\$ 9,000</u>
Total Salaries and Employee Benefits	\$45,000
Travel	\$ - 0 -
Equipment	\$ - 0 -
Supplies	\$ - 0 -
Other	\$ - 0 -
Consultants/Subcontracts	\$ - 0 -
Indirect Cost	<u>\$ - 0 -</u>
TOTAL PROGRAM BUDGET	\$45,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 4

ALTAMED HEALTH SERVICES CORPORATION

SPECIAL PROJECTS OF NATIONAL SIGNIFICANCE (SPNS)
OUTREACH, CARE, AND PREVENTION TO ENGAGE
HIV SEROPOSITIVE YOUNG MSM OF COLOR DEMONSTRATION PROJECT

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
INTEGRATED CASE MANAGEMENT SERVICES

	<u>Budget Period</u> September 1, 2007 through <u>August 31, 2008</u>
Salaries	\$36,000
Employee Benefits	<u>\$ 9,000</u>
Total Salaries and Employee Benefits	\$45,000
Travel	\$ - 0 -
Equipment	\$ - 0 -
Supplies	\$ - 0 -
Other	\$ - 0 -
Consultants/Subcontracts	\$ - 0 -
Indirect Cost	<u>\$ - 0 -</u>
TOTAL PROGRAM BUDGET	\$45,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 5

ALTAMED HEALTH SERVICES CORPORATION

SPECIAL PROJECTS OF NATIONAL SIGNIFICANCE (SPNS)
OUTREACH, CARE, AND PREVENTION TO ENGAGE
HIV SEROPOSITIVE YOUNG MSM OF COLOR DEMONSTRATION PROJECT

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
INTEGRATED CASE MANAGEMENT SERVICES

	<u>Budget Period</u> September 1, 2008 through <u>August 31, 2009</u>
Salaries	\$36,000
Employee Benefits	<u>\$ 9,000</u>
Total Salaries and Employee Benefits	\$45,000
Travel	\$ - 0 -
Equipment	\$ - 0 -
Supplies	\$ - 0 -
Other	\$ - 0 -
Consultants/Subcontracts	\$ - 0 -
Indirect Cost	<u>\$ - 0 -</u>
TOTAL PROGRAM BUDGET	\$45,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

Contractor: AltaMed Health Service Corporation
 Contract #: H-pending

EXHIBIT A-1
SCOPE OF WORK
 Date of Board Approval - August 31, 2005

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 8/31/05, a minimum of 6 HIV positive MSM ages 13-24 will be outreached/recruited to participate in Integrated Case Management (ICM) services.	1.1 Schedule clients for ICM services and maintain a log of sites, dates, and times. The ICM Protocol Detail shall be utilized for service delivery as indicated in Exhibit A.	By 8/31/05	1.1 Documents will be kept on file and submitted with monthly reports to OAPP.
2.0 By 8/31/05, a minimum of 6 HIV positive MSM will be screened and enrolled into ICM services.	2.1 Conduct screening and enrollment process and maintain proper documentation.	5/01/05 and ongoing	2.1 Documents will be kept on file and number of participants and activity documented in monthly reports to OAPP.
2A.0 By 8/31/05, a minimum of 6 HIV positive MSM will complete an intake and comprehensive assessment.	2A.1 Conduct intake and assessment consistent with the ICM Protocol Detail.	5/01/05 and ongoing	2A.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.
2B.0 By 8/31/05, a minimum of 6 HIV positive MSM will complete an individual service plan (ISP).	2B.1 Conduct ISP activities consistent with the ICM Protocol Detail.	5/01/05 and ongoing	2B.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.

Contractor: AltaMed Health Services Corporation
 Contract #: H-pending

**EXHIBIT A-1
 SCOPE OF WORK
 Date of Board Approval - August 31, 2005**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2C.0 By 8/31/05, a minimum of 6 HIV positive MSM will be provided follow-up on the ISP to evaluate progress in achieving goals and/or re-evaluate ISP. Contact will be based on the following criteria:</p> <p>*During the first two months of accessing ICM, clients shall be followed-up at a minimum of one hour per week and include at least one face-to-face meeting every month.</p> <p>*During the subsequent ten months of accessing ICM, contact shall consist of bi-weekly meetings at a minimum of one hour per session.</p> <p>*During the subsequent two years of accessing ICM, contact shall consist of monthly meetings at a minimum of one hour per session.</p>	<p>2C.1 Conduct follow-up activities and contacts consistent with the ICM Protocol Detail.</p>	<p>5/01/05 and ongoing</p>	<p>2C.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAP.</p>
<p>3.0 By 8/31/05, a minimum of 6 HIV positive MSM will receive interactive HIV education and risk reduction counseling sessions.</p>	<p>3.1 Conduct HIV education and risk reduction counseling sessions consistent with the ICM Protocol Detail.</p>	<p>5/01/05 and ongoing</p>	<p>3.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAP.</p>
<p>4.0 By 8/31/05, a minimum of 6 HIV positive MSM will receive HIV treatment education sessions.</p>	<p>4.1 Conduct HIV treatment education sessions consistent with the ICM Protocol Detail.</p>	<p>5/01/05 and ongoing</p>	<p>4.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAP.</p>

EXHIBIT A-2
SCOPE OF WORK
September 1, 2005 - August 31, 2006

Contractor: Altamed Health Services Corporation
Contract #: H-pending

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 8/31/06, a minimum of 25 HIV positive MSM ages 13-24 will be outreached/recruited to participate in Integrated Case Management (ICM) services.	1.1 Schedule clients for ICM services and maintain a log of sites, dates, and times. The ICM Protocol Detail shall be utilized for service delivery as indicated in Exhibit A.	By 8/31/06	1.1 Documents will be kept on file and submitted with monthly reports to OAPP.
2.0 By 8/31/06, a minimum of 25 HIV positive MSM will be screened and enrolled into ICM services.	2.1 Conduct screening and enrollment process and maintain proper documentation.	9/01/05 and ongoing	2.1 Documents will be kept on file and number of participants and activity documented in monthly reports to OAPP.
2A.0 By 8/31/06, a minimum of 25 HIV positive MSM will complete an intake and comprehensive assessment.	2A.1 Conduct intake and assessment consistent with the ICM Protocol Detail.	9/01/05 and ongoing	2A.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.
2B.0 By 8/31/06, a minimum of 25 HIV positive MSM will complete an individual service plan (ISP).	2B.1 Conduct ISP activities consistent with the ICM Protocol Detail.	9/01/05 and ongoing	2B.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.

Contractor: Altamed Health Services Corporation
 Contract #: H-pending

EXHIBIT A-2
SCOPE OF WORK
 September 1, 2005 - August 31, 2006

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2C.0 By 8/31/06, a minimum of 25 HIV positive MSM will be provided follow-up on the ISP to evaluate progress in achieving goals and/or re-evaluate ISP. Contact will be based on the following criteria:</p> <p>*During the first two months of accessing ICM, clients shall be followed-up at a minimum of one hour per week and include at least one face-to-face meeting every month.</p> <p>*During the subsequent ten months of accessing ICM, contact shall consist of bi-weekly meetings at a minimum of one hour per session.</p> <p>*During the subsequent two years of accessing ICM, contact shall consist of monthly meetings at a minimum of one hour per session.</p>	<p>2C.1 Conduct follow-up activities and contacts consistent with the ICM Protocol Detail.</p>	<p>9/01/05 and ongoing</p>	<p>2C.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>3.0 By 8/31/06, a minimum of 25 HIV positive MSM will receive interactive HIV education and risk reduction counseling sessions.</p>	<p>3.1 Conduct HIV education and risk reduction counseling sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/05 and ongoing</p>	<p>3.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>4.0 By 8/31/06, a minimum of 25 HIV positive MSM will receive HIV treatment education sessions.</p>	<p>4.1 Conduct HIV treatment education sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/05 and ongoing</p>	<p>4.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>

Contractor: Alhamed Health Services Corporation
 Contract #: H-pending

EXHIBIT A-3
SCOPE OF WORK
 September 1, 2006 - August 31, 2007

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 8/31/07, a minimum of 25 HIV positive MSM ages 13-24 will be outreached/recruited to participate in Integrated Case Management (ICM) services.	1.1 Schedule clients for ICM services and maintain a log of sites, dates, and times. The ICM Protocol Detail shall be utilized for service delivery as indicated in Exhibit A.	By 8/31/07	1.1 Documents will be kept on file and submitted with monthly reports to OAPP.
2.0 By 8/31/07, a minimum of 25 HIV positive MSM will be screened and enrolled into ICM services.	2.1 Conduct screening and enrollment process and maintain proper documentation.	9/01/06 and ongoing	2.1 Documents will be kept on file and number of participants and activity documented in monthly reports to OAPP.
2A.0 By 8/31/07, a minimum of 25 HIV positive MSM will complete an intake and comprehensive assessment.	2A.1 Conduct intake and assessment consistent with the ICM Protocol Detail.	9/01/06 and ongoing	2A.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.
2B.0 By 8/31/07, a minimum of 25 HIV positive MSM will complete an individual service plan (ISP).	2B.1 Conduct ISP activities consistent with the ICM Protocol Detail.	9/01/06 and ongoing	2B.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.

EXHIBIT A-3
 SCOPE OF WORK
 September 1, 2006 - August 31, 2007

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2C.0 By 8/31/07, a minimum of 25 HIV positive MSM will be provided follow-up on the ISP to evaluate progress in achieving goals and/or re-evaluate ISP. Contact will be based on the following criteria:</p> <p>*During the first two months of accessing ICM, clients shall be followed-up at a minimum of one hour per week and include at least one face-to-face meeting every month.</p> <p>*During the subsequent ten months of accessing ICM, contact shall consist of bi-weekly meetings at a minimum of one hour per session.</p> <p>*During the subsequent two years of accessing ICM, contact shall consist of monthly meetings at a minimum of one hour per session.</p>	<p>2C.1 Conduct follow-up activities and contacts consistent with the ICM Protocol Detail.</p>	<p>9/01/06 and ongoing</p>	<p>2C.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>3.0 By 8/31/07, a minimum of 25 HIV positive MSM will receive interactive HIV education and risk reduction counseling sessions.</p>	<p>3.1 Conduct HIV education and risk reduction counseling sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/06 and ongoing</p>	<p>3.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>4.0 By 8/31/07, a minimum of 25 HIV positive MSM will receive HIV treatment education sessions.</p>	<p>4.1 Conduct HIV treatment education sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/06 and ongoing</p>	<p>4.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>

EXHIBIT A-4
SCOPE OF WORK
September 1, 2007 - August 31, 2008

Contractor: Alhamed Health Services Corporation
Contract #: H-pending

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 8/31/08, a minimum of 25 HIV positive MSM ages 13-24 will be outreached/recruited to participate in Integrated Case Management (ICM) services.	1.1 Schedule clients for ICM services and maintain a log of sites, dates, and times. The ICM Protocol Detail shall be utilized for service delivery as indicated in Exhibit A.	By 8/31/08	1.1 Documents will be kept on file and submitted with monthly reports to OAPP.
2.0 By 8/31/08, a minimum of 25 HIV positive MSM will be screened and enrolled into ICM services.	2.1 Conduct screening and enrollment process and maintain proper documentation.	9/01/07 and ongoing	2.1 Documents will be kept on file and number of participants and activity documented in monthly reports to OAPP.
2A.0 By 8/31/08, a minimum of 25 HIV positive MSM will complete an intake and comprehensive assessment.	2A.1 Conduct intake and assessment consistent with the ICM Protocol Detail.	9/01/07 and ongoing	2A.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.
2B.0 By 8/31/08, a minimum of 25 HIV positive MSM will complete an individual service plan (ISP).	2B.1 Conduct ISP activities consistent with the ICM Protocol Detail.	9/01/07 and ongoing	2B.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.

EXHIBIT A-4
 SCOPE OF WORK
 September 1, 2007 - August 31, 2008

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2C.0 By 8/31/08, a minimum of 25 HIV positive MSM will be provided follow-up on the ISP to evaluate progress in achieving goals and/or re-evaluate ISP. Contact will be based on the following criteria:</p> <p>*During the first two months of accessing ICM, clients shall be followed-up at a minimum of one hour per week and include at least one face-to-face meeting every month.</p> <p>*During the subsequent ten months of accessing ICM, contact shall consist of bi-weekly meetings at a minimum of one hour per session.</p> <p>*During the subsequent two years of accessing ICM, contact shall consist of monthly meetings at a minimum of one hour per session.</p>	<p>2C.1 Conduct follow-up activities and contacts consistent with the ICM Protocol Detail.</p>	<p>9/01/07 and ongoing</p>	<p>2C.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>3.0 By 8/31/08, a minimum of 25 HIV positive MSM will receive interactive HIV education and risk reduction counseling sessions.</p>	<p>3.1 Conduct HIV education and risk reduction counseling sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/07 and ongoing</p>	<p>3.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>4.0 By 8/31/08, a minimum of 25 HIV positive MSM will receive HIV treatment education sessions.</p>	<p>4.1 Conduct HIV treatment education sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/07 and ongoing</p>	<p>4.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>

Contractor: Alamed Health Services Corporation
 Contract #: H-pending

EXHIBIT A-5
SCOPE OF WORK
 September 1, 2008 - August 31, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 8/31/09, a minimum of 25 HIV positive MSM ages 13-24 will be outreached/recruited to participate in Integrated Case Management (ICM) services.	1.1 Schedule clients for ICM services and maintain a log of sites, dates, and times. The ICM Protocol Detail shall be utilized for service delivery as indicated in Exhibit A.	By 8/31/09	1.1 Documents will be kept on file and submitted with monthly reports to OAPP.
2.0 By 8/31/09, a minimum of 25 HIV positive MSM will be screened and enrolled into ICM services.	2.1 Conduct screening and enrollment process and maintain proper documentation.	9/01/08 and ongoing	2.1 Documents will be kept on file and number of participants and activity documented in monthly reports to OAPP.
2A.0 By 8/31/09, a minimum of 25 HIV positive MSM will complete an intake and comprehensive assessment.	2A.1 Conduct intake and assessment consistent with the ICM Protocol Detail.	9/01/08 and ongoing	2A.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.
2B.0 By 8/31/09, a minimum of 25 HIV positive MSM will complete an individual service plan (ISP).	2B.1 Conduct ISP activities consistent with the ICM Protocol Detail.	9/01/08 and ongoing	2B.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.

Contractor: AltaMed Health Services Corporation
 Contract #: H-pending

**EXHIBIT A-5
 SCOPE OF WORK
 September 1, 2008 - August 31, 2009**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To provide Integrated Case Management Services to young HIV positive men who have sex with men (MSM) in Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2C.0 By 8/31/09, a minimum of 25 HIV positive MSM will be provided follow-up on the ISP to evaluate progress in achieving goals and/or re-evaluate ISP. Contact will be based on the following criteria:</p> <p>*During the first two months of accessing ICM, clients shall be followed-up at a minimum of one hour per week and include at least one face-to-face meeting every month.</p> <p>*During the subsequent ten months of accessing ICM, contact shall consist of bi-weekly meetings at a minimum of one hour per session.</p> <p>*During the subsequent two years of accessing ICM, contact shall consist of monthly meetings at a minimum of one hour per session.</p>	<p>2C.1 Conduct follow-up activities and contacts consistent with the ICM Protocol Detail.</p>	<p>9/01/08 and ongoing</p>	<p>2C.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>3.0 By 8/31/09, a minimum of 25 HIV positive MSM will receive interactive HIV education and risk reduction counseling sessions.</p>	<p>3.1 Conduct HIV education and risk reduction counseling sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/08 and ongoing</p>	<p>3.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>
<p>4.0 By 8/31/09, a minimum of 25 HIV positive MSM will receive HIV treatment education sessions.</p>	<p>4.1 Conduct HIV treatment education sessions consistent with the ICM Protocol Detail.</p>	<p>9/01/08 and ongoing</p>	<p>4.1 Completed materials will be kept on file and activity and progress documented in monthly report to OAPP.</p>

EXHIBIT B

C.A.R.E. Act Title I
Public Law 101-381--August 18, 1990
Provision 2605

(d) REQUIREMENTS REGARDING IMPOSITION OF CHARGES FOR SERVICES

"(1) IN GENERAL-The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area provides assurances that in the provision of services with assistance provided under the grant-

"(A) in the case of individuals with an income less than or equal to 100 percent of the official poverty line, the provider will not impose charges on any such individual for the provision of services under the grant;

"(B) in the case of individuals with an income greater than 100 percent of the official poverty line, the provider-

"(i) will impose a charge on each such individual for the provision of such services; and

"(ii) will impose the charge according to a schedule of charges that is made available to the public;

"(C) in the case of individuals with an income greater than 100 percent of the official poverty line and not exceeding 200 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 5 percent of the annual gross income of the individual involved;

"(D) in the case of individuals with an income greater than 200 percent of the official poverty line and not exceeding 300 percent of such poverty line, the provider will not for any calendar year, impose charges in an amount exceeding 7 percent of the annual gross income of the individual involved; and

"(E) in the case of individuals with an income greater than 300 percent of the official poverty line, the provider will not, for any calendar year, impose charges in an amount exceeding 10 percent of the annual gross income of the individual involved.

"(2) ASSESSMENT OF CHARGE-With respect to compliance with the assurance made under paragraph (1), a grantee or entity receiving assistance under this part may, in the case of individuals subject to a charge for purposes of such paragraph-

"(A) assess the amount of the charge in the discretion of the grantee, including imposing only a nominal charge for the provision of services, subject to the provisions of such paragraph regarding public schedules and regarding limitations on the maximum amount of charges; and

"(B) take into consideration the medical expenses of individuals in assessing the amount of the charge, subject to such provisions.

"(3) APPLICABILITY OF LIMITATION ON AMOUNT OF CHARGE- The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area agrees that the limitations established in subparagraphs (C), (D) and (E) of paragraph (1) regarding the imposition of charges for services applies to the annual aggregate of charges imposed for such services, without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, copayments, coinsurance, or other charges.

"(4) WAIVER REGARDING SECONDARY AGREEMENT-The requirements established in paragraphs (1) through (3) shall be waived in accordance with section 2604(dx2)."

EXHIBIT C

GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

INTRODUCTION

Tuberculosis (TB) is a contagious infection of humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Health Services, Tuberculosis Control Office and AIDS Programs.

POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
 - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
 - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are provided by such individual more frequently than one day a week and/or longer than one month duration.
- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.

- A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.
 - 1. If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
 - 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
 - B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test and submit to Contractor the results of such test recorded in millimeters of induration.
 - 1. If this annual tuberculin test is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
 - 2. Persons with a documented history of a positive tuberculin skin test and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
 - C. Contractor shall consult with Los Angeles County - Department of Health Services, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
 - D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
 - B. The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and
 - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:

1. Change in the tuberculin skin test from negative to positive;
 2. Person who is known or suspected to have a current diagnosis of TB;
and
 3. Person who is known to be taking TB medications for treatment of disease only.
- D. Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.
- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
 - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
 - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.
 - D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Health Services, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

EXHIBIT D

PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES

The purpose of this Patient and Client Bill of Rights is to help enable clients act on their own behalf and in partnership with their providers to obtain the best possible HIV/AIDS care and treatment. This Bill of Rights and Responsibilities comes from the hearts of people living with HIV/AIDS in the diverse communities of Los Angeles County. As someone newly entering or currently accessing care, treatment or support services for HIV/AIDS, you have the right to:

A. Respectful Treatment

1. Receive considerate, respectful, professional, confidential and timely care in a safe client-centered environment without bias.
2. Receive equal and unbiased care in accordance with federal and state law.
3. Receive information about the qualifications of your providers, particularly about their experience managing and treating HIV/AIDS or related services.
4. Be informed of the names and work phone numbers of the physicians, nurses and other staff members responsible for your care.
5. Receive safe accommodations for protection of personal property while receiving care services.
6. Receive services that are culturally and linguistically appropriate, including having full explanation of all services and treatment options provided clearly in your own language and dialect.
7. Look at your medical records and receive copies of them upon your request (reasonable agency policies including reasonable fees for photocopying may apply).
8. When special needs arise, extended visiting hours by family, partner, or friends during inpatient treatment, recognizing that there may be limits imposed for valid reasons by the hospital, hospice or other inpatient institution.

B. Competent, High-Quality Care

1. Have your care provided by competent, qualified professionals who follow HIV treatment standards as set for the by the Federal Public Health Service Guidelines, the Centers for Disease Control and Prevention (CDC), the California Department of Health Services, and the County of Los Angeles.
2. Have access to these professionals at convenient times and locations.
3. Receive appropriate referrals to other medical, mental health or other care services.

C. Make Treatment Decisions

1. Receive complete and up-to-date information in words you understand about your diagnosis, treatment options, medications (including common side effects and complications) and prognosis that can reasonably be expected.
2. Participate actively with your provider(s) in discussions about choices and options available for your treatment.
3. Make the final decision about these choice and option is best for you after you have been given all relevant information about these choices and the clear recommendation of your provider.
4. Refuse any and all treatments recommended and be told of the effect not taking the treatment may have on your health, be told of any other potential consequences of your refusal and be assured that you have the right to change your mind later.
5. Be informed about and afforded the opportunity to participate in any appropriate clinical research studies for which you are eligible.
6. Refuse to participate in research without prejudice or penalty of any sort.
7. Refuse any offered services or end participation in any program without bias or impact on your care.
8. Be informed of the procedures at the agency or institution for resolving misunderstandings, making complaints or filing grievances.

9. Receive a response to a complaint or grievance within 30 days of filing it.
10. Be informed of independent ombudsman or advocacy services outside the agency to help you resolve problems or grievances (see number at bottom of this form), including how to access a federal complaint center within the Center for Medicare and Medicaid Services (CMS).

D. Confidentiality and Privacy

1. Receive a copy of your agency's Notice of Privacy Policies and Procedures. Your agency will ask you to acknowledge receipt of this document.
2. Keep your HIV status confidential or anonymous with respect to HIV counseling and testing services. Have information explained to you about confidentiality policies and under what conditions, if any, information about HIV care services may be addressed.
3. Request restricted access to specific sections of your medical records.
4. Authorize or withdraw requests for your medical record from anyone else besides your health care providers and for billing purposes.
5. Question information in your medical chart and make a written request to change specific documented information. Your physician has the right to accept or refuse your request with an explanation.

E. Billing Information and Assistance

1. Receive complete information and explanation in advance of all charges that may be incurred for receiving care, treatment and services as well as payment policies of your provider.
2. Receive information on any programs to help you pay and assistance in accessing such assistance and any other benefits for which you may be eligible.

F. Patient/Client Responsibilities

1. Participate in the development and implementation of your individual treatment or service plan to the extent that you are able.
2. Provide your providers, to the best of your knowledge accurate and complete information about your current and past health and illness, medications and other treatment and services you are receiving, since all of these may affect your care.
3. Communicate to your provider whenever you do not understand information you are given.
4. Follow the treatment plan you have agreed to and/or accepting the consequences of failing the recommended course of treatment or of using other treatments.
5. Keep your appointments and commitments at this agency or inform the agency promptly if you cannot do so.
6. Keep your provider or main contact informed about how to reach you confidentially by phone, mail or other means.
7. Follow the agency's rules and regulations concerning patient/client care and conduct.
8. Be considerate of your providers and fellow clients/patients and treat them with the respect you yourself expect.
9. Refrain from the use of profanity or abusive or hostile language; threats, violence or intimidations; carrying weapons of any sort; theft or vandalism; intoxication or use of illegal drugs; sexual harassment and misconduct.
10. Maintain the confidentiality of everyone else receiving care or services at the agency by never mentioning to anyone who you see here or casually speaking to other clients not already known to you if you see them elsewhere.

For More Help or Information

Your first step in getting more information or involving any complaints or grievances should be to speak with your provider or a designated client services representative or patient or treatment advocate at the agency. If this does not resolve any problem in a reasonable time span, or if serious concerns or issues arise that you feel you need to speak about with someone outside the agency, you may call the Office of AIDS Programs and Policy for confidential, independent information and assistance.

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT

AddProv. w/FedDebar
Revised 12/04

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**ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT
COST REIMBURSEMENT**

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any

service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by

Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or

mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required

by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's OAPP services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

10. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall

exercise diligence in the billing and collection of client/patient fees.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of federal, State, and/or County governments during the term of this

Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs

incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such

executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to

authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Health Services ("DHS") - OAPP, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DHS - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate

with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has

provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DHS - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated

therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records,

in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles

County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this

Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which

must be approved in writing by OAPP Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of

attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and

local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - OAPP at any time during the term of this Agreement

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable

times upon demand, Contractor's books and records relating to:

(1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any

capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest

possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may

request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor

shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability